

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

MACKAY PERRY,

Plaintiff,

v.

NOCO HOSPITALITY, LLC, et al.,

Defendants.

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Civil Action No. 1:24-cv-00366-JRN

**WICK PHILLIPS GOULD & MARTIN, LLP’S UNOPPOSED MOTION TO WITHDRAW
AS COUNSEL FOR NOCO HOSPITALITY, LLC AND PAOLO SORIANO**

The law firm of Wick Phillips Gould & Martin, LLP (“Wick Phillips”), attorneys of record for Defendants NoCo Hospitality, LLC (“NoCo”), Paolo Soriano (“Soriano”), and Charles Ferraro (“Ferraro”) in the above-styled and numbered case, files this Motion to Withdraw as Counsel (“Motion”) for NoCo and Soriano, only, pursuant to Local Rule AT-3. In support of this Motion, Wick Phillips respectfully shows the Court the following:

**I.
BACKGROUND**

1. Plaintiff MacKay Perry (“Perry” or “Plaintiff”) filed the above-captioned lawsuit on April 6, 2024, against NoCo, Soriano, Ferraro, and Coleman Jamison (“Jamison”), alleging violations of the Fair Labor Standards Act, negligence, assault, and intentional infliction of emotional distress [ECF No. 1]. NoCo and Soriano collectively filed their Answer, through Wick Phillips, on June 5, 2024 [ECF No. 6]. On June 24, 2024, Jamison filed his Partial Motion to Dismiss [ECF No. 8]. Ferraro filed his Answer, through Wick Phillips, on June 25, 2024 [ECF No. 9].

2. This case is in its infancy. Other than Jamison's Partial Motion to Dismiss ("MTD"), there has been no motion practice. The parties have not yet begun discovery—no written discovery has been exchanged and no depositions have been noticed. The parties agreed that they would not exchange Initial Disclosures until after the Court rules on Jamison's MTD. *See* ECF No. 15.

3. On July 29, 2024, the Court issued its Scheduling Order [ECF No. 16]. Trial is set for Monday, July 14, 2025.

4. Due to irreconcilable differences between Wick Phillips attorneys and Paolo Soriano, both an individual defendant and the managing partner of NoCo, it has become clear that continued representation of those parties in this action is not feasible. Without invading the attorney-client privilege, counsel and these parties have differing views regarding financial terms of the engagement and what is necessary to effectively continue representation to defend against Perry's claims, such that maintaining an ongoing attorney/client relationship is in neither Wick Phillips's, nor Soriano/NoCo's best interest.

5. As a result, Wick Phillips has provided notice to NoCo and Soriano of its intent to withdraw as counsel. Pursuant to Local Rule AT-3, NoCo and Soriano have confirmed that they consent to the withdrawal of Wick Phillips and have signed this Motion affirming such consent.

6. Although they have not yet secured substitute counsel, Wick Phillips understands that Soriano is in the process of locating and retaining appropriate counsel for himself and NoCo. In accordance with Local Rule AT-3, the name, address, and telephone number of Soriano and NoCo is as follows:

- a. Paolo Soriano – 1101 E 6th Street, Austin, Texas 78102; (512) 781-4351; and
- b. NoCo Hospitality, LLC – 1000 E Cesar Chavez Street, Austin, Texas 78102; (512) 781-4351.

II. ARGUMENT AND AUTHORITIES

7. The Court has the discretion to grant an attorney leave to “withdraw from representation” upon “a showing of good cause and reasonable notice to the client.” *Gowdy v. Marine Spill Response Corp.*, 925 F.3d 200, 204 (5th Cir. 2019) (citing *Matter of Wynn*, 889 F.2d 644, 646 (5th Cir. 1989)).

8. Wick Phillips has established good cause for its withdrawal based on the reasons cited above and further provided reasonable notice to the Clients of its intent to withdraw. *See Bell v. Dunn, Johnston & Brown*, No. 3:10-CV-1-M, 2011 WL 759473, at *5-6 (N.D. Tex. Feb. 7, 2011) (granting motion to withdraw based on “irreconcilable differences” and client’s failure to participate in discovery process); *see also* Tex. Disciplinary Rules Prof’l Conduct R. 1.15(b)(1), (5), (6).¹ Further, the Clients’ interests will suffer no material adverse effect, as no discovery has taken place and trial is scheduled for almost eleven months from now, leaving NoCo and Soriano more than sufficient time to secure new counsel. *See* Tex. Rules Disciplinary P. R. 1.15(b)(1).

9. Wick Phillips has specified the reasons requiring its withdrawal and provided the name, address, and telephone number for each of the Clients in accordance with Local Rule AT-3. Further, pursuant to Local Rule CV-7(G), undersigned counsel conferred with counsel for Perry and counsel for Jamison, and as described in the Certificate of Conference below, they are unopposed.

III. CONCLUSION

For these reasons, Wick Phillips respectfully requests that the Court grant this Motion and enter an order allowing Wick Phillips and the undersigned attorneys, Andrew M. Gould and Dana

¹ In accordance with Texas Disciplinary Rule of Professional Conduct 1.15(b)(5), Wick Phillips provided NoCo and Soriano with reasonable warning that it would withdraw if they did not fulfill their obligation to Wick Phillips.

M. Hilzendager, to withdraw as counsel of NoCo Hospitality, LLC and Paolo Soriano, and for such other relief as is just.

Respectfully submitted,

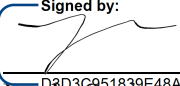
By: /s/Andrew M. Gould
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**ATTORNEYS FOR THE NOCO
DEFENDANTS**

CONSENT OF THE CLIENTS

The Clients hereby consent to this Motion to Withdraw as Counsel pursuant to Local Rule AT-3.

Signed by: 
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 Paolo Soriano

Dated: 9/9/2024

Signed by: 
D3D3C951839E48A...
 NoCo Hospitality, LLC,
 By: Paolo Soriano, its Managing Member

Dated: 9/9/2024

CERTIFICATE OF CONFERENCE

The undersigned counsel for the Clients met and conferred with counsel for Perry, Emily Frost, and counsel for Jamison, Jane McClaine on August 29, 2024. Ms. Frost and Ms. McClaine stated that they do not oppose the withdrawal of Wick Phillips from representing NoCo, Soriano, and Ferraro. Since then, however, Ferraro and Wick Phillips have reached financial terms of continued representation and, thus, Wick Phillips seeks withdrawal from NoCo and Soriano only.

/s/Dana M. Hilzendager

Dana M. Hilzendager

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing instrument was served on all counsel of record via ECF electronic delivery on September 9, 2024.

/s/Andrew M. Gould

Andrew M. Gould